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ABSTRACTS OF CHANCERY PROCEEDINGS

RELATING TO

THE FAMILY OF DESBOROUGH

London

1913-1914





(2)

# ABSTRACTS OF CHANCERY PROCEEDINGS RELATING TO THE FAMILY OF DESBOROUGH

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## DEYSBOROUGH *v.* ESTON

1. (Chan: Pro: Series II. 49/31.)

No date, but between 1558 to 1579.

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Bill of Nicholas DEYSBOROUGH, yeoman, and Amye his "wyeffe", daughter of Richard HARRYSON, deceased. *v.* William ESTON and Amye his wife, executrix of the said Richard HARRYSON.

That the said Richard was seised of a personal estate of £500, and about 8 years now past made his will, and amongst other things he bequeathed certain goods to plaintiff Amye, and to her mother Amye, jointly, to be equally divided; he constituted Amye, plaintiffs mother sole executrix, "and after y<sup>e</sup> is to witte about sixe yeres last past" he died, after whose death Amye the executrix converted the best part of the plaintiff Amye's legacy to her own use. About 4 years last past the said Amye the executrix did marry the defendant William ESTON; and the said Amye, the plaintiff, before any satisfaction had been made to her did marry the plaintiff Nicholas, by force whereof the plaintiffs are entitled to the said legacies etc. (in very bad condition, part being destroyed)

## DYSBOROUGH *v.* WILLOWES

2. (Chan: Pro: Series II. 55/96.)

No date, but between 1558 to 1579.

Bill of Jeffrye Dysborough and William COWLE. *v.* George WILLOWES. That one Robert BOCHER in his life time was possessed of goods &c. to the value of £100, and being so possessed made his will and bequeathed divers legacies to sundry persons; and by the said will he willed all the residue of his estate to Margaret his wife to pay his debts &c., and he constituted the said Margaret and the defendant his executors, and died; after whose death the defendant got into his hands divers goods &c. to the value of twenty marks. The said Margaret proved the will and required the defendant to deliver unto her the said goods, &c., which he refused. Afterwards the said Margaret made her will, making the plaintiffs her executors, and died; after whose death plaintiffs proved the said will, since when they have divers times requested the defendant to deliver unto them the said goods &c., but he has always refused.

Answer of George WILLOWES.

That defendant paid divers debts of the said Robert BOCHER, and standeth yet charged with divers other debts and legacies. That he may lawfully keep such goods as he hath in his hands the satisfaction of the said debts &c.



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Replication, maintaining the Bill. (no fresh information).

Rejoinder, maintaining the answer. (no fresh information).

## DIXON *v.* DESBOROUGH

3. (Chan: Pro: Series II. 208/40.)

Dated 11 November 1583.

Bill of Francis DEXSON of Pokebroke alias Polbroke, Co Northampton, gentleman *v.* Michaell DESBOROUGH of Biggin in the parish of Owndell (Oundle) Co Northampton, yeoman.

That about three years past plaintiff had occasion for some money, and "had speches with" the defendant, to borrow £60, which sum defendant agreed to let him have for six years at interest of £6 yearly; as security plaintiff conveyed his estate in Polbroke, then in the occupation of Brigett, widow of John DEXSON, mother of plaintiff, by indenture dated 11 August 22 Elizabeth, to the use of defendant. (Badly damaged).

Answer of Michaell DESBOROUGH.

That plaintiff seemed "carefull of his small credytt," and was lothe that the matter should be openly known, and would keep himself in possession thereof; he "delt also in connvycacon" w<sup>th</sup> defendant to take the same again by "lease," thinking to frustrate all the "conveighaence" thereof, by drawing defendant into the danger of Corrupt usury. Plaintiff offered to give for same £8 yearly; whereupon defendant was contented to assent in part, that is to say, to take estate of the said land, and by advise of his counsel, to demise back again to plaintiff for six years, upon condition that plaintiff should pay back the said £60 on the day of the Feast of St. Michaell "tharchaungell" in 1585, between the hours of 12 and 3 of the clock in the "after none" of the same day, in the "Southe porche of the parish Church of Owndell," or in 1586, then the sale to be void. Plaintiff charged defendant with breaking the covenant by not paying the charges of a Fine, but defendant had already paid. (Badly damaged).

Replication. No fresh information. (Badly damaged).

## SCULTHORPE *v.* DESBOROWE

4. (Chan: Pro: Elizabeth S13/53.)

Dated 10 November 1598.

Bill of Robert SCULTHORPE of Peterborough, co. Northampton, Glover, *v.* John DESBOROWE of Kings Cliffe, co. Northampton, yeoman.

That plaintiff about a year since having received of defendant £42, became bound by one obligation of £80 for the delivery of 40 todods of "wooll" unto defendant at a certain day. And also about February now last past plaintiff received a further sum of £40 from defendant, and became bound in another obligation of £80 for delivery of 40 other todods of "wooll" within a short time, all which have been delivered (though



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not at the very limited time by reason of the foulness of the weather); defendant agreed to accept same within a month or six weeks of the said limited time, which he did. Afterwards plaintiff demanded of defendant the said bonds to be cancelled, which he refused, intending to molest plaintiff. About August last, plaintiff being in want of money required defendant to lend him £40 for one year, which he did upon mortgage of a messuage and lands in Kings Cliffe, but defendant only delivered £10, promising a further £10 in 20 days, and £20 in September. But so it is that, defendant having plaintiff's bond, at a Court holden of the manor of Kings Cliffe the day after the Feast of St Michael the Archangel last past did procure the surrender of the premises to be presented as an absolute surrender to defendant, by force whereof he hath entered the premises. Also defendant hath only paid £10 of the said £40.

Answer, Dated 12 December 1599.

That plaintiff did not deliver the 40 todods of wool as in the condition specified. And that the condition of the last (*sic*) obligation was not only for the payment of the last 40 todods of wool, but also to the intent that defendant should enjoy for certain years a close of land. That plaintiff was to have delivered 80 todods of wool, but he has only delivered 50 or 55 at most, which was very wet and badly sorted. As to the third obligation, defendant paid £10, and is bound in an obligation of £60 for the payment of the remaining £30, of which he has paid a further £6. That the surrender was made to secure defendant, who was to enjoy the premises until the same was repaid.

Replication of Robert SCULTHORPE.

That the answer is untrue. (*no fresh information*)

## HALFEHEAD *v.* DISBOROUGH

5. (Chan: Pro: James I. H31/36.)

Dated 17 October 1618.

Bill of Alice HALFEHEAD, widow, late wife of William HALFEHEAD, late of Westwike, co Cambridge, deceased, and one of the daughters of Thomas HEIGHAM, late of Sutton, co Cambridge, deceased, *v.* Joseph DISBOROUGH, Lord of the manor of Shardloes in Shurdy Camps, co Cambridge.

That the said HEIGHAM was in his life time seised, according to the custom of the said manor, of and in one close of pasture called Townse end close, containing two acres and one cottage, being copyhold lands. Upon the marriage of plaintiff the said HEIGHAM conveyed the premises to her, by surrender into the lords' hands, by force whereof plaintiff and the said William HALFEHEAD became seised thereof. Afterwards the said William HALFEHEAD "falling into decay in his estate," sold all his lands to divers persons, except the said close, plaintiff refusing to sell it; but the said William did offer to sell same to Jeremy HALFEHEAD, but plaintiff would not consent, whereupon the said William cut down certain timber trees, contrary to the



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custom of the manor, when the premises became forfeited in extremity of law to John DISBOROUGH, then lord of the manor, who entered upon same, to hold during the life of the said William, pretending same were forfeited, but in truth it was by the consent of the said William. Afterwards the said William died, and afterwards the said John DISBOROUGH died, seised of the said manor, which descended to the defendant as son and heir, who doth keep and detain the premises from plaintiff, and hath made a grant unto one William CLAYDON.

### FRYER *v.* MARSHE

6. (Chan: Pro: James I. F12/56.)

Dated 4 June 1614.

Bill of John FRYER, Richard BROUGHTON and Jone, his wife, *v.* Mathewe MARSHE and Jone DISBOROUGH, widow.

That whereas William MICHELL, late of Ellisley, co Cambridge, yeoman, deceased, was seised as of fee of and in one freehold messuage, two closes of pasture, xli acres of land, being in the townfields of Eltisley, and also according to the custom of the manor of Eltisley, of and in vi acres of Copyhold land, and being so seised made his will, and bequeathed the premises unto Alice his wife for life, and afterwards to Agnes and Maryan his daughters. After the death of the said Michell the premises came to the said Alice. Agnes married John FRYER of Hilton, co. Huntingdon, and had issue the plaintiff John; and the said Maryan married Miles BODYE of Fenstanton, co. Huntingdon, and had issue the plaintiff Joane, who married the plaintiff Richard. So it is that the defendants after the death of the said Alice combined together and have got into their possession all deeds &c. touching the premises, and have entered same, and do deny plaintiffs all such deeds &c.

Answer, Taken at Eltisley 4 October 1614. Mathewe MARSHALL (*sic*) for himself saith that he is seised of one free messuage and 60 acres of freehold land in Eltislye, which he had by conveyance from John MARSHALL his father, deceased; but that neither the messuage or land are holden of the manor of Eltislye, neither was the said William MICHELL ever seised of same; and this defendant utterly disclaimeth the holding of any customary lands in Eltislye, or any lands that were ever in the seisin of the said Michell. The defendant Johanne DISBOROUGH for herself saith that she is seised for the term of her life of and in one Customary messuage and 45 acres of customary lands in Eltislye, and holden of the said manor, and also of and in one freehold messuage and 40 acres of Eltislye, which are not holden of the said manor, all which premises were conveyed to her by her late husband John DISBOROUGH deceased; that the said Michell was never seised of any of the premises. Defendants deny that they have the said deeds.





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## DISBROWE *v.* HAMOND

7. (Chan: Pro: James I. D1/12)

Dated 22 November, 1621

Bill of Lawrence DISBROWE of Burrowe Greene, Co. Cambridge, yeoman, *v.* William HAMOND of Coton, Co. Cambridge, yeoman.

That five years past plaintiff was seised as of fee of and in 18 acres of pasture, one acre of woodground and Bone arne or hayhouse upon the said pasture, being copyhold and customary grounds in Dallingham, Co. Cambridge, holden of the Manor of Dallingham, which plaintiff mortgaged to defendant for £240, to be repaid within six months; before the day of redemption he, being unprovided with such a great sum, having been disappointed by some of his friends, went to the defendant and desired some further days for payment which was promised "and gave him halfe a yeares daye longer." Within which time plaintiff paid £200 and gave security of the residue, which defendant accepted; defendant having been satisfied, promised to reassure the premises, but plaintiff being a simple and ignorant man, was in the great trust which he reposed in defendant deceived, for having occasion to make a conveyance of same by way of mortgage, did find that he had no good title of the premises, and the defendant not having been admitted tenant had no power to resurrender the lands, and he doth keep the same from plaintiff and cuts down trees &c. And so it is further that divers goods in plaintiff's farmhouse at Whitwell, which farmhouse came to the possession of defendant, have been detained by him, viz., "Three fayre tables, three formes, one payre of tresslls, one mashing fatt, two keelers, two moulding kymnells, five cheese fatts, three charnes, fower shelves, one half headed bedstead, two other bedsteades, one quarne furnished, one pounding troffe, two beere barrells, two earthen potts, one barre of iron, two long iron hookes, one payre of iron tramells, and one short iron hooke with divers other parcellls of household stuff," and doth refuse to deliver the same to plaintiff.

(Chan: Pro: James D 12/59)

Dated 27 November, 1622

A further Bill, to the same effect, but with the following additions:—

That by casual means the release of the premises has come to the hands of defendant, who taking advantage thereof, pretending the same were forfeited to him, did surrender them to one Robert GOWLET, who hath taken away the house which then was standing upon the premises and hath set it on another place, remote from thence, and hath cut down trees &c.

Answer (no date):

That plaintiff mortgaged the lands &c. to one APLEYARD, which plaintiff was to redeem and surrender to defendant as security for £240. The plaintiff having made default of payment, forfeited the lands, the defendant



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never having given him any further days of payment. Plaintiff caused Robert GOWLETT, his brother-in-law, to furnish him with money for the redemption of the said lands, whereupon the said GOWLETT had a conference with defendant and afterwards lent plaintiff £200, so that the said GOWLETT might have assurance, and take the issues of the said lands until plaintiff had repaid him.

### MONEY *v.* DESBEROW

8. (Chan: Pro: Series II. 409/145)

Dated 10 May 1631.

Bill of John MONEY of Oundle, Co. Northampton, Woollman, *v.* Christopher DESBEROW of Stanyarne, Co. Northampton, Richard PICKARINGE of . . . Co. Lincoln, gent., and . . . Welles.

That plaintiff was from the feast of St. Michael 3 Charles I. for two year and a half then next following a joint partner with Robert JACKSON of Oundle aforesaid, woollman, for the buying and trading in wools, during which time plaintiff relying upon the honesty, careful knowledge and experience of the said Robert JACKSON, became bound to defendants and others for payment of divers sums of money for wool bought, i.e. to the defendant DESBEROW, in a bond of £100, for payment of £50, at a certain day now long since past; to David WORMELAYTON of Brigstocke, Co. Northampton, in a bond of £60, for payment of £31; to Mr. Jeffery PALMER of Carleton, in the same county, in a bond of £100, for payment of £50; to defendant PICKARINGE, in a bond for payment of £75; and to defendant WELLES in a bond of £14 for payment of £7., since which time the said Robert JACKSON unknown to plaintiff hath received all such sums of money as were due to him, towards the satisfying of the said bonds. So it is said JACKSON having got into his hands the said moneys, never satisfied any of the debts, but spent and riotously consumed the same, amounting at least to £1000, and is now gone from Oundle and hideth himself. Plaintiff being called upon by the creditors for payment was utterly undone, but with the uttermost of his remaining estate paid the creditors so much as he could, and were all content to take the moiety of such as was due to them, seeing the distressing necessity and misery plaintiff was fallen into, chiefly the said PICKARINGE and WELLS. In the performance whereof plaintiff did satisfy the said PALMER and WORMELAYTON the moiety of their principal debt, and also the said DESBEROW, who promised to be content with a like share for the remaining principal debt, whereupon plaintiff borrowed £12. 10. 0. being half the remaining £25 and tendered the same to the said DESBEROW and PICKERING, but the defendants combined together, and have put their several bonds in suit against plaintiff, who hath nothing left to keep himself his wife and children.



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## DESBOROWE *v.* MONNINGS

9. (Chan: Pro: Charles I. D4/33)

Dated 20 May 1631.

Bill of John DESBOROWE of the parish of St. Sepulchre's, London, yeoman, *v.* Richard MONNINGS of Stoke near Nayland, Co. Suffolk. malster. and . . . his wife.

That about 30 years since, in consideration of £100, plaintiff purchased of one Robert SMITH of Stoke aforesaid, clothier, 4 acres of pasture enclosed, with the appurtenances, called Stones lying in or near Stoke. But so it is that defendant desiring to wrest the said premises from plaintiff, combined with his wife and three other persons, his servants, did in September 7 years last past pull plaintiff off his horse as he rode by the house of the defendant, and dragged and carried him into his said house, and there locked him one of the rooms until the evening, when the defendant returned and desired plaintiff to sign a deed of conveyance of the premises to them for no consideration at all, threatening to sent plaintiff to the gaol if he refused, but he would not sign the said deed whereupon defendants were "greatly offended" threatening to make plaintiff sign notwithstanding his stoutness, and then left him still a prisoner all that night. Next morning defendants came again to plaintiff and asked him if "his stomacke was come downe" to which he replied, No. Whereupon they said they would bring it down before he should go thence. In the afternoon the defendants again returned with a "baily or officer" who threatened to take plaintiff to the common gaol at Ipswich unless he would seal the same deed. Then they began to hurl plaintiff out, to take him to the dungeon but the said defendant's wife persuaded them to spare him until the next morning. Plaintiff being unable to escape, and all his friends and kinsfolk being resident about 50 miles from Stoke, his sons being placed apprentices abroad, and his daughters in service in remote places from plaintiff, was forced to sign the said deed. Defendants also got a letter from plaintiff by which they could get certain deeds &c. from Mr. Nicholas TROUGHTON of Glapthorne, Co. Northampton, gent. with whom plaintiff had left them in London. Afterwards plaintiff was released, but by force of the said deed defendants detained the possession of the premises, saying that they gave some valuable consideration for same.

Answer of Richard MONNINGS taken at Stoke 11 June 7 Charles I.

That defendant's father purchased the premises 37 years since from the said Robert SMITH. Plaintiff did confess to this defendant that he claimed the premises under a deed of feoffment, and that same was only in trust, and desired defendant to discharge him from arrest, then he would make any other assurance that defendant might request. Plaintiff bound himself in a bond of £120 to perform the said agreement.

Answer of Elizabeth MONINGE taken the 13 January 1631/2. (No fresh information.)



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## DISBROWE *v.* FROST

10. (Chan: Pro: Charles I. 15/8)

Dated 28 November 1646.

Bill of Lawrence DISBROWE of Burrowe, Co. Cambridge, yeoman, *v.* Francis FROST of Brinkley, Co. Cambridge, yeoman.

That about 3 years since plaintiff borrowed £42 from defendant, and for security mortgaged certain copyhold arable lands and meadow ground in Carlton cum Willingham in the said county, for one year then following. Plaintiff not having the said principal money and interest ready to pay at the day limited for payment, shortly after procured same and tendered it to the defendant, but he refused to receive same unless plaintiff would enter into an obligation of £60 for the payment within a short time of £30 (over above the said mortgage money) which defendant pretended to be due for an annuity of £30 yearly issuing out of a certain messuage in Churlowe Co. Suffolk, which plaintiff held by lease of one Timothy BETTS of Great Churlowe, yeoman, and Rose his wife. Upon the first demand plaintiff refused because there were divers taxes and other parliament charges to be deducted out of the said moneys, whereupon defendants not only refused to accept the said mortgage money, but also threatened to enter upon the premises. Afterwards defendant promised to accept the same and to allow the said charges laid out by plaintiff for him, plaintiff then entered into the said bond. But so it that since entering into same, plaintiff has paid the defendant £24 and hath desired him to come to an account, he having paid more than was due, yet defendant doth now refuse to make the allowance of the said taxes or to come to an account, and hath also put the said bond in suit at the common law against plaintiff.

## DISBOROW *v.* ALINGTON

11. (Chan: Pro: Charles I. D8/21)

Dated 30 November, 1646.

Bill of Lawrence DISBOROW of Borrow, Co. Cambridge, yeoman, *v.* Giles ALINGTON.

That about 1631 plaintiff having occasion to use the sum of £5 borrowed same at 8% from defendant who, at the lending thereof tendered a bill which he pretended was for the repayment of £5 within six months, and not being as he now pretendeth for £7, which plaintiff being an illiterate man did sign and seal. About 15 years since the plaintiff and defendant came to a new agreement, viz. that plaintiff was to pay £4 as part satisfaction, and to let defendant have a piece of pasture in Willingham cum Carlton, Co. Cambridge, called Hoodes, for the first crop, worth £4.10. and defendant to pay plaintiff the overplus of the money. Further that about 11 Charles I. plaintiff as surety for one Christopher AMY became "bounded" to defendant in an obligation of £10 for the payment of £5 at a certain day now long since past. The said AMY died in February 1640 when the





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defendant entered upon the goods &c. of the said AMY and disposed of same for his own use in satisfaction of the said £5. Yet so it is that the defendant doth refuse to deliver up the bond to be cancelled, and hath put both the said bonds in suit against plaintiff.

Answer of Giles ALINGTON, gent.

That plaintiff did borrow £7 and entered into a bond dated 12 April 1631 for payment thereof. That about two years after plaintiff having failed to pay the same, did let and sell unto defendant the first crop from the pasture ground in the bill named, for £4.10. which was to be in part payment of 38/- which defendant had paid at plaintiff's request to one Samuel WESTLEY, and 20/- to William BALLS an attorney at law, since deceased, which sum of 58/- hath been endorsed on the back side of the bill. Defendant confesseth that on 1st July 1634 he received by the hand of John PITCHES, gent. £4 in part satisfaction of the said £7.

### BLAWE *v.* DESBOROWE

12. (Chan: Pro: Charles I. B58/34.)

Dated 20 May 1634.

Bill of William BLAWE of Sutton upon Trent, Co. Nottingham, gent. and Elizabeth his wife; and Edward MOORE of same, husbandman and Anne his wife. *v.* Christopher DESBOROWE of Staunyan, Co. Northampton, gent. and Mary his wife.

That one Thomas GOODRIDGE of Deene, Co. Northampton, yeo. deceased, grandfather of the plaintiffs Elizabeth and Anne, who were daughters and coheirs of Thomas JUDD of Sutton upon Trent, afsd. yeo. deceased; did in his life time delivered to one — DESBOROWE of Deene, afsd, deceased, £100, in trust for the said Elizabeth and Anne, for which the said DESBOROWE entered into a bond. But so it is that after the delivery thereof, the said GOODRIDGE died, and also the said DESBOROWE, who had made a will nominating his son, the defendant, executor, who having got the said bond into his hands refuses to pay.

Answer taken at Corley, 5 June 1634.

The defendant Christopher for himself sayeth that he doth not believe that the said GOODRIDGE ever delivered £100 to Nicholas DESBOROWE, defendants father, although there was "agreate league and familiaritie" between them. About 35 years past said GOODRIDGE lent £60 to said Nicholas, who was to pay back £100 after 20 years. About 30 years since GOODRIDGE made his will appointing Thomas JUDD and Ursula his wife, the said GOODRIDGE's daughter, executors, whereupon said Nicholas and defendant became bound to said JUDD in an obligation of £200, for payment of £100. About 23 years past the said Nicholas made his will and died. About 5 years before the expiration of the 20 years, JUDD came to defendant, and asked him to pay the money before it was due, and accepted £80 in full discharge.



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(Chan: Deps. Eliz—Chas I. B21/1).

Depositions taken at Oundle, Co. Northampton, 4 October 13 Charles I. before Fulke CARTWRIGHT, Esq., Thomas HUNSWORTH, John LOFTUS and Thomas ELLES, gents.

*On behalf of plaintiffs.*

Millicent FORD of Tansor, Co. Northampton, widow of John FORD, deceased, aged 66.

Deposeth that GUTTRIDGE said to JUDD he was an "yll husband," and would spend all he had; to which JUDD answered "There is a house w<sup>ch</sup> they must needs have and therefore I cannot spend all," whereupon GUTTRIDGE said "Tho shalt not spend all for I have put into the hands of Nicholas DESBOROWE £100 for the use of thy daughters, and I do not intend it shall come into thy hands."

Mary HUNT, wife of John HUNT of Polebrooke, gent. aged 60. Daughter of the said Nicholas DESBOROWE.

That she had heard the said GOODRIDGE say to her father, that such moneys as were in his hands, were for the use of his daughters children. That said JUDD had one son.

*On behalf of defendant.*

Mary HUNT, afsd. sister to defendant. That she does not believe the said Nicholas charged himself with any trust.

Depositions taken at Grantham, Co. Lincoln, 28 August 1635. before Fulke CARTWRIGHT, Esq., Lawrence STYRROPPE, John LOFTIS and Thomas ELLIS, gents.

Thomas TRUSSE of Tansover, Co. Northampton, husbandman, aged 83.

Millicent FORD, aforesaid.

That GOODRIDGE, in her hearing, said JUDD spent all his own goods, yet there would be £50 a piece for his daughters; at that time Elizabeth was 3, and Anne 2 years old, but the former was now 38 and the latter 36.

William OARE of Sutton upon Trent, Co. Nottingham, husbandman, aged 60.

That being at the house of said JUDD, Ursula his wife came in, having been sent by him to her father for money, but returned without any, saying her father would send no more, but had told her he had put forth £60 for her son, and £20 each for her daughters; since when the son is dead.

*On behalf of defendant.*

Thomas PETTEVERE of Livedon, in parish of Pilton, Co. Northampton, yeo: aged 44.

Depositions taken at the house of Lancellott THOMPSON, the "signe of the Talbott," in Newarke, Co. Nottingham, 28 September following, before the same commissioners.

Ursula MARSHALL, wife of Thomas MARSHALL of Sutton upon Trent. Labourer, aged 40.

That said GOODRIDGE was also grandfather to this deponent; and he



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had often told her that he had put out £160.—£80 for Roger JUDD, and £80 for Elizabeth and Anne.

William KEMPSALL of Sutton upon Trent, labourer, aged 50.

That 12 years since, one William WAKELINGE, late of Tansworth, who was shepherd to said GOODRIDGE, told deponent that he had put £160 in the hands of said DESBOROWE for JUDD's children.

Bridget KEMPSALL, his wife aged 28.

Thomas MARSHALL of Sutton upon Trent, aged 30.

That he served the writ upon defendant with BLAWE, but said Christopher was out and said BLAWE charged the said Christopher's wife with saying, "my husband hath paid money to those to whom it is not due and therefore he must paie again," and she answered, "Yes, you are fitt to take me at the worst it may be I might saye that my husband had paid his money and looked for noe discharge."

### (DISBOROUGH *v.* GILMAN)

13. (Chan: Pro: Charles I. D18/47).

Dated 25 May 1647.

Bill of Isaack DISBOROUGH the elder, of Eltisley, Co. Cambridge, gent. *v.* John GILMAN of same, yeoman.

That John MARSHALL of the Inner Temple, London, gent, being seised in fee of and in one messuage, called Squires Cottage, with appurtenances, did by indenture dated 6 October 1646, grant same to plaintiff and defendant for 12 years at £22 yearly, to be paid quarterly at the Fontstone in the Temple Church, London. Soon after the lease was made, the said MARSHALL desired to sell the reversion, when it was agreed that defendant should purchase same, the said MARSHALL having married his sister, and that they should mutually devide the benefits thereof. The defendant purchased the reversion, but obtained the conveyance to himself, or somebody in trust for him, and refuses to convey the moiety to plaintiff.

Answer, dated 5 June 1647.

That the said MARSHALL was seised of the premises in the bill named, and also the reversion of another cottage, after the death of Ellen, wife of William ESPLOW (?) of Eltisley. Defendant sayeth that he granted to Joseph GILMAN, his son and heir, all his interest in the premises. Further that afterwards he purchased the reversion from the said MARSHALL for a valuable consideration, before which there had been some speech between the plaintiff and defendant touching the purchase thereof, but they could not agree, and defendant denies that they purchased same jointly.

### (MAYNSTON *v.* DISBOROUGH)

14. (Chan: Pro: Charles I. M55/66)

Dated . . . April 1648.

Bill of John MAYNSTON of the City of London, Draper, *v.* Christopher DISBOROUGH, gent.



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That Sir William TRESHAM of Livedon, Co. Northampton, Bart. on the last day of November 15 Chas I. became bound to plaintiff in the sum of £60, for the payment of £31.4.0, on 3 May next following, at which time Sir William made default of payment. About 6 years since plaintiff caused a writ to be directed to the sheriff, Sir William WILLMER, Kt. for the extending the moiety of all lands in the said county whereof the said Sir William was seised. On 9 November 18 Chas I. the sheriff extended the moiety of two closes in Benefield and Brigstock, called Lawes Close and Little Fox Meadow, then in occupation of defendant, who has refused to pay rent or make known his title to the premises.

Answer, dated 25 May 24 Charles I.

Denies that he hath been tenant of Lawes Close for 20 years, but confesseth that he held same for a few years before that from Sir Lewes TRESHAM father of the said Sir William. That he hath long been tenant of the other close, being parcel of the pasture called Lodge Field in Livedon, having held same for 30 years by lease from Sir Lewes, and after his death of Lady Mary TRESHAM, until her death four years since. Sir William died before Lady Mary, so that he could not claim any rent from defendant, the same being jointure. After the death of the said Lady Mary, Thomas TRESHAM, Esq., heir in taylor, entered into possession, and this defendant holdeth same from him, and denies that he ever held the premises under the said Sir William.

### (MARSHALL *v.* DISBROW)

#### 15. (Chan: Pro: Charles I. M25/41)

Dated 29 November 1633.

Bill of John MARSHALL of Cliffords Inne, London, gent. *v.* Joseph DISBROW of Over, Co. Cambridge.

That about September 1632, plaintiff being at Lewes, Co. Suffolk, defendant came to him, with particulars of a messuage and lands of his in Bourne, Co. Cambridge, and offered to sell same for £350, and that he would remain tenant to plaintiff for 15 years at £30 yearly, "and affirmed it to be a great pennyworth at that price," plaintiff being a new kinsman of his. Plaintiff was unwilling to lay out his small portion on land, he being an attorney in the King's Bench, but being persuaded that what plaintiff said, being his cousin germin, was true, he purchased same, giving defendant a great proportion of money, and good security for the residue. On 16 March following, plaintiff repaired to Bourne, and found the particulars to be false in every part, neither were the premises worth £30 yearly, and defendant doth refuse to take same at that rent. Defendant hath commenced suit against plaintiff upon an obligation of £120 for the payment of £85 payable on 9 October last.

Answer, dated 10 December 1633.

That this defendant wishing to sell the said farm; and plaintiff being his





## DESBOROUGH FAMILY

kinsman was very forward to help him to sell same to a Chapman, one Edward BRACEWELL, dwelling in London, whereupon defendant delivered the particulars to plaintiff, for the said BRACEWELL, who in September 8 Charles I. went with plaintiff to Bourne, and there took the advice of Matthew MARSHALL, plaintiff's father. Defendant demanded £500 for same, but afterwards the said BRACEWELL offered £360 to be paid down in hand, and to give defendant's wife in apparel £10. Defendant having received a letter from plaintiff, rode from London to Lewes with his wife. Plaintiff asked for another particular, and defendant casually having one gave it to him, not as a guide of the price, but only as some direction to him. After the deeds had been signed, defendant went to plaintiff to secure the £360, but he refused to pay £10, part thereof, and threatened to undo defendant before he would pay £85 residue of the purchase money, besides the said £10. Defendant denies that he offered to be tenant to plaintiff, or that he said the particulars were true.

### DISBOROWE *v.* COSFORD

16. (Chan: Pro: James I. D29/63)

Dated 15 October 1631.

Bill of Joseph DISBOROWE of Over, co. Cambridge, yeoman. *v.* John COSFORD, of Over, gent; Elizabeth BARNES of Over, widow; Henry BOND and William WALMAN of Over, yeomen; Edward HARDINGE; Thomas POOLE; John PAGE and Robert PALMER of Over, husbandman.

That there is a cause depending in this Court between John RICHARDSON, D.D., since deceased, late master of Trinity College, Cambridge, and the Fellows of the said College; John POPE, Dr. of Law, deceased; John LIVELY, clerk; John COSFORD; John BOND, deceased; Rubin BOND, the elder, deceased; Thomas COLLETT, the elder, and others, the copyhold tenants of Over, plaintiffs, and Richard MILLER and Samuel PASKE, citizens of London, then lords of the Manor, defendants. On 28 November 21 James I, it was ordered by John, Bishop of Lincoln, then Lord Keeper, and by this Court, touching the enclosure of great wastes in Over, with the consent of all parties according to certain articles of agreement, that Thomas WASPE in the decree named, but since deceased, then one of the free tenants, should have one piece of pasture containing  $4\frac{1}{2}$  acres 16 perches. in Over called Bare Fenn, between the close of John SKINNER towards the north, and that of George PICKERINGE towards the south. Six years since said WASPE died when same descended to his son and heir William WASPE, who granted same to plaintiff. But so it is that in April last past defendants entered the premises, and did make secret estates of and in the same.

Answer (no date).

That it was found the precise number of acres could not be equally divided, therefore William SEELY, the surveyor of the lands, and Dr. POPE



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were appointed to make a partition. Afterwards for the better settling thereof, an indenture tripartite dated 16 May 4 Charles I, was made between the said lords of the manor, of first part; the Master of Trinity College, and the other tenants, including Frances, widow of said Thomas WASPE; and the now plaintiff, of the second part; Nathaniel DISBOROWE his brother; William WALMAN and Henry BOND, feoffees in trust, of the third part. In the indenture it is set down that the close of Thomas BRIDGMAN and of Owen SKINNER, should be conveyed by the feoffees to said Frances WASPE, a third part of the said close to be first conveyed to deft. Elizabeth BARNES, widow, for life; she by deed 4 November 6 Charles I. let same to deft. John COSFORD, who saith that since his purchase he has been kept from taking profits &c. by plaintiff, who claimeth the whole close.

### PECKE *v.* DISBOROW

#### 17. (Chan: Pro: Charles I. P83/54)

Dated 24 April 1645.

Bill of Paul PECKE of Eltisley, co. Cambridge, yeo. *v.* Isaac DISBOROW the elder of Eltisley, yeoman; Isaac DISBOROW the younger and Elizabeth his wife. That on the 2 June 1642 a treaty of a marriage to be had between Isaac DISBOROW the younger, and Elizabeth PECKE, plaintiff's daughter, was concluded in writing, according to which Isaac the elder was to pay his son upon the day of marriage £40, and the plaintiff £20; and for their maintenance Isaac the elder was to give them £8 yearly, until such time as a parcel of land in Over, sometime Master Hatley's, should be given to Isaac the younger, and plaintiff £4 yearly until Isaac the younger should enjoy the lands of sd. Elizabeth. For performance whereof plaintiff and Isaac the elder became bound to each other by two bonds. Soon after the marriage plaintiff delivered various goods to value of £20 to Isaac the younger: and also paid £4 yearly, but Isaac the elder has neither paid the £40 or £8 yearly. But so it is sd. Isaac the younger having gotten the sd. bonds into his hands, keepeth same from plaintiff, and hath commenced a suit at common law upon sd. bond.

Answer dated 2 May 1645.

That the goods were valued by plaintiff, and deft. Isaac the younger did not agree to the valuation, and further denies that they received any money from pl. But deft. Eliz. confesseth that long before the articles Frances PECKE her mother gave her £3.10.0, which was to buy her wearing apparell and was not part of said £20. The deft. Isaac the younger claims that plaintiff owes him £3.10.0; further that plaintiff hath not paid £4 yearly mentioned in the bill. All defts. say that Isaac the elder hath paid the £40 and also £8 yearly. That sd. bonds were delivered to Isaac the younger as he and said Elizabeth were to have the sole benefit thereof.



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MOLESWORTH *v.* DESBOROWE

18. (Chan: Pro: Charles I. M67/45)

No date.

Answer of Mathew DESBOROWE, to the bill of Anthony MOLESWORTH. That plaint. was bound to deft. in a bill of £60 for payment of £33, of which £15 was repaid some months after the date when due, and for which deft. gave an acquittance. Afterward plaint. bought of deft. a "sowe and certen pigges and a nagge or geldinge" for £5, for which he gave a bond of £10 for payment thereof, and for further purchases a bond of £16 for payment of £8, all which bonds he wilfully forfeited. Plaint. claims that the £15 was in payment of the two small bills, which deft. had returned to him at his special request. Plaint. produced the acquittance as receipt of £30 due on the bill of £60, by reason of which deft. hath been greatly "dampnified" by want of money, and has commenced a suit at law for the recovery of the principal debt.

(Chan: Pro: Charles I. M81/31).

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Replication (no date), no fresh information.

(Chan: Deps. Elizabeth-Charles I. M41/16).

Depositions taken at Fotheringhay, co. Northampton, 29 September 11 James I. before Eusebye CATESBYE, William BELLAMY and Thomas ELGOOD, gents.

Edward DURRANT of Fotheringhay, labourer, aged 34.

That plaint. told deponent he had become bound to deft. for £60 in payment of £33, but this dep. made two payments of £10 and £5, which plaint. said was in full satisfaction, as he had already paid £15, for which he produced the acquittance.

Ralph RIPPON of Pirrihoe milles in Southwick, co. Northampton, miller, aged 43.

That deponent's brother William came from London about Michaelmas term last and brought a letter from plaint. to deft., when dep. said to deft. that the plaint. "is very farr in with you," to which he answered "as God shall judge me he oweth mee not three poundes." Plaint. told dep. he had sent deft. 40s. to fetch the bonds from Mr HARTLEY, defts. attorney. Deft. said he would get execution against plaint. for he had compounded with his other creditors, but would not do so with him.

HAGAR *v.* DISBOROWE

19. (Chan: Pro: Charles I. H10/55)

No date.

Replication of Robert HAGAR, Esq., plaintiff, to the answer of Joseph DISBOROWE, deft. That Thomas WELLS the younger was seised as of fee according to the customs of the manor of Bourne, co. Cambridge, of and in a messuage, cottage, close and 33 acres of land with appurts, and made surrender into plaintiffs hands, as lord of the said manor, to the use of deft.



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After defts. admission, he surrendered immediately at that Court one cottage and one small close, parcel of sd. premises to John LORKYN. Some four years since plaint. brought an action for trespass against deft. for cutting some under trees; the trial took place at the Cambridge Assizes, and the jury found deft. guilty of cutting down one, two or three trees only and damages 2/- or thereabouts.

(Chan: Deps. Elizabeth-Charles I. H61/11).

Depositions taken at Bourne, co. Cambridge, 4 October 8 Charles I. before Francis LYNNE and Henry BLAINE, gent.

*On behalf of plaintiff.*

John HANCHETT of Haddenham, on the Isle of Ely, co. Cambridge, yeoman, aged 78.

That he hath know both parties since they were born, Thomas WELLS for 50 years, and Elizabeth his wife for 60 years, she being daughter and heiress of . . . PARNELL.

That said Thomas and Elizabeth, in the right of Elizabeth, held a copyhold messuage in Mill Hill Street, Bourne, at the backside of which grew some wood, which Thomas, son and heir of said Thomas and Elizabeth cut down, but afterwards compounded with plaint. for same.

That deft. paid said Thomas the son £500 for premises.

Thomas ANSWORTH of Polton, co. Bedford, labourer, aged 90.

This deponent dwelt in Rookes Croft, parcel of the premises, as tenant to Thomas WELLES, senior, for 24 years.

Thomas WELLES of Foxton, co. Cambridge, yeoman, aged 45.

That his mother Elizabeth, dau. and heir of Thomas PARNELL is still living.

That Thomas WELLES, senior, did buy the wood on Rookes Croft of John HAGAR, grandfather of plaint. and cut down same.

John NEWMAN of Bourne, yeoman, aged 51.

Mentions John HAGAR, father of plaintiff.

Thomas GILBERT of Bourne, blacksmith, aged 35.

Henry FISHER of Bourne, yeoman, aged 70.

Lawrence CHAPMAN of Bourne, yeoman, aged 57.

Robert KITTSON of Bourne, labourer, aged 46.

George WARDE of Bourne, yeoman, aged 50.

### 20 MONNOCKE v. DISBOROUGH.

(Chan: Pro: Charles I. M37/42).

Dated 24 April 1632.

Bill of Thomas MONNOCKE, citizen and ironmonger of London, son and heir of John MONNOCKE, gent., dec., son and heir of Francis MONNOCKE, late of Stoke Nayland, co Suffolk, esq., by Anne his wife, also dec. v. Gyles GREENE, esq., Bridget SULLIARD, John NEWPORT and Mary his wife, and James DISBOROUGH, gent.





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That Thomas SILLISDON, esq., dec., was seised as of fee of and in the manor of Ubbornes alias Obornes, co Essex, and having married the said Anne, did by his deed of December 5 Edward VI., infeoffe Edward GREENE and others, of the said manor in Finchingsfield, to the use of himself and said Anne and their heirs; they had issue two daughters, Margaret and Anne. In July 4 Elizabeth the said Thomas died, and afterwards Anne married said Francis MANNOCKE, and had issue John MANNOCKE, and Elizabeth, Frances and Bridget. About sixty years past said Margaret married John BEDINGFIELD of Bedlingsfield, co Suffolk, esq., dec., who in her right was seised of and in the reversion of the moiety of the premises, which said Francis purchased, and in 23 Elizabeth conveyed to the use of himself and said Anne and their issue. Francis also purchased the Rectory of Eltesley, co Cambridge, and the advowson, being of the clear yearly value of £200, and entailed all the said premises. Francis also left in the hands said Anne £1500 to purchase land for their son John. About four years since Francis died, leaving William, his son by a former wife, sole executor. Said John MONNOCKE purchased lands &c. in Grundisburgh co Suffolk, worth £80 yearly, from Anthony GOSNOLD, gent., and being seised in reversion of the other estates, died intestate about twenty eight years past, leaving issue the plaintiff, then only two years old. Plaintiff being an infant, the said Anne, who survived John about eight years, undertook the management of the estates, but after the death of John, being aged and addicted to "Poperly and supersticion and being many years before her death and contynewing still a convicted Recusant," died in September 8 James I., when plaintiff should have enjoyed all the premises. But so it is that defendant GREENE and Frances his then wife, dec., one of the daughters of said Anne; Bridget SULIARD, widow, another daughter of Anne; John NEWPORT and Mary his wife, only daughter of said Bridget; and said DISBOROUGH, and . . . DISBOROUGH his late father, confederated together to disinherit plaintiff, having gotten into their hands the deeds &c. The deft. DISBOROUGH claims the said Rectory and advowson, under conveyance from said John MONNOCKE, and the other defendants claim the moiety of said manor under conveyance of said John and Anne MONNOCKE.

Answer of James DESBOROWE, dated 4 May 1632.

That Francis MONNOCKE was seised of the Rectory of Eltesley, and the advowson, and all profits &c. belonging in Croxton, Coxton, Over Papworth and Yeling co. Cambridge. By Indenture 8 April 6 Elizabeth, made between said Francis of the first part; Sir John WENTWORTH Kt and Henry WENTWORTH of Bunsteed at the Tower co Essex, gent., did assure same to said Francis and Anne and their issue. That said John MONNOCKE sold the fee simple in remainder to John DESBOROWE, defendants father for £600 or £700, and by Indenture 14 October 42 Elizabeth, said John and Anne, and by common recovery, assured to defts. said father



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the premises. About twenty years past, said Anne and also this defts. father died when same descended to deft.

Depositions taken at the "Signe of the Beare" in Cambridge, 20 April, 1633, before William BRIDGE, Thomas PONT, gents., Daunzell WIGMORE and William HITCH, clerks. (*Chan. Deps. Eliz.—Chas. I. M14/17.*)

Robert HALLEY of Over, co Cambridge, yeoman, aged 72.

That plaintiffs father, with consent of said Anne sold the premises to said John DESBOROWE for £650.

That the Rectory was let to Addam THUROGOOD for £50 yearly, besides some stipend for the vicar.

John DESBOROWE of Lite Ravelly, co Huntingdon, yeoman, aged 59.

That the stipend was £8 yearly.

That said Rectory was let to Agnes DESBOROWE, widow, who afterwards married Addam THURORWOOD.

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### BETHOLL v. DISBOROWE

(Chan. Pro. Bridges before 1714. 143/89.)

Dated 14 February 1693.

Bill of Slingsby BETHOLL of London, esq., John THOMPSON of Croydon co Surrey, esq., Robert LIDELL & George MARWOOD of London, merchants & John TAYLOR of London, scrivener, v. Benjamin DISBOROWE of Frivenalls, co Essex, esq.

That by Indenture Tripartite dated 16 June 1671, made between James HERRIS, then of St Martins in the Fields, gent, & Mary his wife, one of the daughters & co-heirs of Dame Martha HERRIS, late wife of Sir Cranmer HERRIS of Woodham, co Essex, Kt. of the first part; Thomas BEMROSE of London, gent, of the second part; Edward DALLOW of Fleet Street, London, gent, & Richard SPOURE of Grays Inn, gent. of the third part, by which James HERRIS & Mary his wife granted a moiety of the manor of Thurrock co. Essex, & of various messuages, lands &c. now or late in occupation of John SWALLOW, John TIBALLS, Edward EVERARD, gent., Mary LANCE, widow, Thomas PETCHY, John HUNT, Christopher PETCHY, William FERRAND, John SANFORD, esq., Elizabeth SWINNERTON, widow, — DICKINS, — BRANKIN, widow, Thomas GROVER *als* GROVE, Henry STEVONS, John JENINGS, Isaac NUNN, Richard BINSBINE, Henry CLARKE, — BINHAM, Samuel GRAVE, Elizabeth COMON, widow, Henry COWLAND, Sir Peter HEYMAN, bart, Sir Cranmer HERRIS k<sup>t</sup> & Dame Martha his wife, to the said DALLOW & SPOURE for £500, with condition for payment of £424, which not being paid the grant became absolute. By another Indenture dated 13 October 25 Charles II, between said HERRIS & Mary his wife of the first part; the said DALLOW & SPOURE of the second part; Sir Robert CLAYTON, K<sup>t</sup> Alderman of London, John MORRIS of London, esq., John WISE, and Thomas BROWNE of London, gents. of third part; whereby, in consideration of £440 paid by



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direction of said HERRIS, by said DALLOW & SPOURE, & of £260 paid to said HERRIS by Sir Robert CLAYTON & MORRIS, & of 5<sup>s</sup>. paid to said DALLOW & SPOURE by said WISE & BROWNE, the said DALLOW & SPOURE granted same to WISE & BROWNE in trust for said CLAYTON & MORRIS. The said MORRIS & BROWNE are since dead. By indenture 27 April 1684, between Sir Robert CLAYTON of the first part; John WISE of second part; Sarah, wife of deft DISBROWE by name of Sarah VANDENANKER of London, widow, & James CLEMENT of the third part, in consideration of £7700 by said Sarah to said Sir Robert, & 5/- to said WISE by said CLEMENT, Sir Robert assigned premises to said CLEMENT in trust for said Sarah. By indenture 14 April 1690, & in consideration of £3,000, defts mortgaged to plaint: BETHOLL the manor of West Thurrock *als* West Hall *als* Vineyard with advowson, lands &c. in occupation of John SWALLOW, John TIBBOLDS, Ralph EVERARD, sen<sup>r</sup>, Ralph EVERARD, jun<sup>r</sup>, Henry PELRES(?), Francis MORE, esq. In October 20 Charles II a partition was made by the Sheriff of Essex between Sir Cranmer HERRIS & Dame Martha his wife, & Sir Robert CLAYTON & John MORRIS, the manor lying in the parishes, hamlets &c. of West Thurrock, Doddinghurst, Harmyris, Orsed, Stifford, Grave *als* Grayes, Avlesley *als* Avely *als* Avethly, Burfleet, co Essex, & being in occupation of John CORKHAM, William GORE, Ralph EVERARD, sen<sup>r</sup>, Ralph EVERARD, jun<sup>r</sup>, Caleb FALKNER, Edward HALL, Nicholas HEWARD, Elleson JACKSON. By another indenture, 15 April 1690, between deft & Sarah his wife of first part; said CLEMENT of second part; plaints. BETHOLL & THOMPSON of third part, whereby in consideration of £3,000 paid to defts, & 5/- to said CLEMENT, he assigned same to s<sup>d</sup> THOMPSON. By a further indenture 27 July 2 James II, between deft & his wife of first part; Tobijah WINN of London, scrivener, of second part; John HELY, esq. of third part, whereby in consideration of £1000 paid by said HELY & 5/- paid by WINN, defts did charge the said manor with the yearly rent of £200. Another indenture dated 28 July 2 James II, between deft & his wife, & said HELY and a further indenture bearing even date between John HELY of first part; Tobijah WINNE of second part; deft & his wife of third part, by which it was agreed that the £200 yearly rent & grant for 500 years mentioned in the last indenture to be void upon payment of £1000 & interest, to said HELY upon certain days. Afterwards said HELY did lend defts a further £1000, in consideration whereof defts did in Hilary term then last past grant to Nicholas MARTIN of Lincolns Inn the said manor &c., & by indenture quadrupartite, 24 February 1686 between deft & his wife of the first part; Tobijah WINNE of second part; said MARTIN of third part; said HELY of fourth part, whereby it was agreed that if deft paid £1030 by 29 July 1687 & £27-10-0 on 25<sup>th</sup> of same month, also £1027-10-0 on 25 February then next ensuing, such assignment to be released. £1000 of the £2000 being the money of John SMITH of London, gent. By indenture quinquepartite 5 July 1688 between



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said HELY & SMITH of the first part; said WINNE of second part; said MARTIN of third part; Samuel BREWSTER & Danyell RAY of the fourth part; defts & his wife of the fifth part, that in consideration of certain sums defts granted said manor &c. to s<sup>d</sup> BREWSTER & RAY. Afterwards by indenture octipartite 15 April 1690, between said WINNE of first part; said BREWSTER & RAY of second part; said MARTIN of third part; deft & his wife of fourth part; plaint: BETHOLL of fifth part; plaint: RIDDELL of sixth part; plaint: MARWOOD of seventh part; plaint: TAYLOR of eighth part, that in consideration of £2,350 paid by plain: BETHOLL to said MARTIN for deft & his wife, being part of £3,000, assigned the premises as mentioned in the indenture dated the day before this. Complains that plaints. have received no part of the principal money or interest, the estate in mortgage being little more than what is due. But so it is defts confederating to defraud plaint: utterly refuse to pay plaint: any money that is due. Defts have also assured the equity of redemption to some persons concealing their names, & made other secret conveyances.

Answer dated 26 June 1694.

Denies all confederacy to defraud plaints. That he hath paid several sums to plaint: BETHOLL, but could never get an acquittance for same. That deft hath made no grant of the premises, but that Sarah his late wife, pursuant to the power she had reserved to herself did execute one deed poll 20 March 1691, whereby she did charge the premises, after payment of said mortgage, and after the death of deft. to Robert NORDEN of London, merchant, her brother, charged with payment of £30 yearly to Sarah NORDEN, widow. That the estate is worth thrice the amount of the debt. That deft is ready to come to an account with said BETHOLL & pay the money due.

Further Bill (undated) Ralph EVERARD, John COKEHAM & Nicholas HOWARD being also made defendants.

Their answer dated 13 April 1695.

Ralph EVERARD for himself sayeth that Robert NORDEN, one of the defts in August 1693, leased a messuage in West Thorock called Little Place or High House. John COKEHAM sayeth that deft & Sarah his wife by indenture 20 November 1684 granted one messuage with appurts for seventeen years at £30 yearly. That in December 1690, about 20 acres of marsh land was flooded by reason of a breach in the walls of the marshes, for which deft deducted £6 yearly. Nicholas HOWARD sayeth that he occupies one tenement in West Thorock called the Fox, at £4-6-6 yearly; and also one cottage by lease of deft & Sarah his wife by lease 24 November 1684 for 41 years at rent of 4/-, the small rent being because this deft being a carpenter promised to build a house for Sir Robert CLAYTON called the High House at so low a price that said Sir Robert being satisfied deft would make a loss, made him this recompence. These defts deny all confederacy.





## DESBOROUGH FAMILY

### HAGAR *v.* DISBOROWE

22 (Chan. Pro. Charles I. H58/44. See also No. 19.)

Dated 27 January 1631.

Bill of Robert HAGAR of Bourne, co Cambridge, esq. son and heir of John HAGAR of the same place, deceased. *v.* Joseph DESHBOROUGH of Over, co Cambridge, yeoman.

That plaintiff's father was seized of the manor of Bourne and died about 20 years since; and that one Thomas WELLES the elder, late of Foxton, co Cambridge, yeoman, and Elizabeth his wife, daughter and heiress of Thomas PARNELL, deceased, were seised of and in a messuage and thirty acres of land in Bourne, by copy of Court Roll. About five years since the said Thomas and Elizabeth, and Thomas their son sold same to defendant, all of whom owned some freehold property adjoining same, and have defaced the bounds, whereby plaintiff hath no means of discovering the copyhold from the freehold lands. Deft hath withdrawn his suit from the said manor, and claims certain copyhold lands to be freehold.

Answer dated 26 April 1632.

That after the said Thomas WELLES surrendered the said lands, this deft was admitted tenant, and at the same court did fealty, according to the custom of the manor, and afterwards surrendered certain of the premises into the hands of the lord of the manor, to the use of John LORKYN and his heirs. About four years past plaintiff commenced an action for trespass against deft for cutting down trees to the value of £10, and at the trial deft was found guilty of cutting one tree in the hedge. That he hath not withdrawn his suit, or defaced the bounds.

### DESBROW *v.* VANDENANKER

23 (Chan. Pro. before 1714. Bridges 83/6.)

Dated 23 January 1685.

Bill of Benjamin DESBROW of London, merchant, and Sarah his wife, late wife and executrix of Cornelius VANDENANKER of London, merchant, deceased. *v.* Peter VANDENANKER, father of the said Cornelius, and Chales VANWIKE *alias* VANWICK, who married the daughter of the said Peter.

That the said Cornelius and his father both delt in wines, and the former having acquired a large estate in the right of his wife, the plaintiff Sarah, imported large quantities, his father often buying from him. Since 1669 Cornelius sold various goods to his father, who delivered other merchandize and paid several sums for same, for which he had credit, but afterwards the said Cornelius lent him divers sums of money amounting to about £1,000, for part of which the said Peter gave bills, which he hath tried to conceal since the death of Cornelius, who left a will which was proved in the P.C.C. In May 1682 Peter desired £150 and asked Cornelius to lend it to him, but he could not do it, and advised his father to pawn his plate, whereupon Peter asked him to do it for him, but he refused, saying, he had not



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been used to such things nor did know the way of doing it, and if he did it would be a disparagement to do any such thing under his then circumstances, but said that the defendant VANWICK did know the way, whereupon Peter got the said VANWICK to pawn same for £150. But now the defendants combine together and say that the £150 was paid to Cornelius in discharge of some debt, and refuse to come to an account with plaintiffs.

Answer of Peter VANDENANKER, dated 18 February 1685.

That after his son's death, the plaintiff Sarah married the said DESBROW, her man servant. That when this deft was ill his son came to him saying that one Herman VANLENGERKE, merchant, had some Mumes lately from beyond seas, and that a good bargain might be made, but ready money was necessary, and for this the deft did pawn his said plate to John BENDE of St Martins in the Fields, and Cornelius died without redeeming same, therefore deft hath given himself credit for £150.

Answer of Charles VANWICK.

That this deft is not directly concerned in this suit, and begs to be discharged.

Attached is an account mentioning Mr BROMKEN, Cornelius's partner; John DEKUYSER; Mr COLVIKE; John SYMONS; "Skipper" Jerominus STEPHENS; Mr HINTON; Jaques KEMP; John PARKER; William CANNING; Mr HOUWART; Mr TYLER and Mr WACHTENDOUCK.

### RUFFINE *v.* DISBROWE

24 (Chan. Pro. before 1714. Bridges 293/24.)

Dated

Bill of Elizabeth RUFFINE of London, relict of James RUFFINE. *v.* Benjamin DISBROWE of London, merchant, Caleb GRANTHAM of London, merchant, and Robert NORDEN, gent.

That deft was indebted to said James in the sum of £705-12-0, and pretending to be seised of the manor of West Thurrock *alias* West Hall, co Essex, with appurtenances, to the yearly value of £500, free of encumbrances, did agree that said James should obtain judgment against deft in the Court of Common Pleas for £1500; and by Indenture of Defeazance dated 7 June 3 James II. the said judgement is to be made void if deft shall pay the said £705-12-0 by 8 December following. Since when the said James "happened to depart this life intestate," and plaintiff has been granted administration. But so it is deft combining with the said GRANTHAM and NORDEN to defraud plaintiff has made divers secret estates of and in the premises, and refuses to pay the said money. There have been treaties with deft DISBROWE about paying same, whereof some are in writing and in the hands of Mr CARTER, plaintiff's Clerke in court.

Answer of Benjamin DISBROWE, dated 8 June 1697.

That he does not owe the said money, nor did he pretend that he was



## DESBOROUGH FAMILY

seized of the said manor, save for life. That this deft and the said James RUFFINE had known each other for over 20 years, and often lent each other money. That this deft, going beyond seas, agreed to Judgement to secure £96, owing to Isaac DEMOMAND, and of the residue of £1000 legacy then unpaid, given by Cornelius VANDENANKER to several legatees; at this time the estate was mortgaged. That deft Grantham did purchase the estate from this deft and deft NORDEN, and that all moneys secured by the judgement were paid. That this deft did not receive more than £5-5-0, all the rest going to satisfy the mortgage and other incumberances. This deft does not know how much remains unpaid of the purchase money, the reversion being in the said deft NORDEN. The conveyance for passing the estate might have been executed in March last by deft NORDEN and . . . . ., executors of Slingsby BETHELL in the presence of Mr ATTWOOD, at Mr BARNESLEY'S Chambers in the Temple; the purchase money was £7450. That £500 in part of the said judgement was paid to one of the Masters of this Court in the presence of Silvester CHILCOTT and deft NORDEN in 1689, and £50 more paid to . . . RUTTY.

### DESBOROUGH *v.* SYDEBOTTOM

25 (Chan. Pro. before 1714. Bridges 124/14.)

Dated 4 May 1696.

Bill of William DESBOROUGH of Plumtree St. in the parish of St. Giles in the Fields, co Middx. carpenter, and Elizabeth his wife, relict of Peter ADSHEAD of Birchin Cliff, co Chester, yeoman *v.* Robert SYDEBOTTOM of Chedle, Edward BERTLES of Prestbury, William CLOUGH of Disele, all in co Chester, and Martha and Hannah, daughters of the said Peter.

That the said Peter was seized as of fee simple of and in divers lands &c. in Prestbury and elsewhere in co Chester, a great part whereof was in reversion expectant upon the death of Anne HIGENBOTTOM, mother of the said Peter, since deceased. The said Peter, desiring to go to Ireland in H.M. service in the Irish wars, did make his will, dated 13 March 1690, and which was proved in the P.C.C., by which he bequeathed to the defts SYDEBOTTOM and BERTLES all his lands &c. upon trust, to sell same and pay to plaint. Eliz. £100, and the balance to his children Martha and Hannah, both then under age. But now so it is defts refuse to sell the said lands &c. or to pay the said £100.

(Chan. Pro. before 1714. Reynardson 246/30.)

Answer of William CLOUGH.

That Peter ADSHEAD did upon his marriage with Anne, his late wife, daughter of Robert SYDEBOTTOM, late of Chedle, yeo. dec., in consideration of a large sum of money, make a settlement of all his lands &c., only reserving to himself an estate for life. This deft denies that he knew the said Peter had intermarried with the plaint. Elizabeth, or that he made the



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said will, not having power to devise the lands, &c. That Peter fled his country about 8 or 9 years ago for fear of being arrested by his creditors. That all his personal estate (except some few things he conveyed to the house of his brother-in-law, Thomas HASKELL of Harropp) was sold by his creditors, viz., John WOOD of Marple, Robert HAMPSON of Lyme in Handley, and Samuel MOTTERSHEAD of Macclesfield, gent., at the sale of which deft purchased several articles.

Answer of Martha and Hannah ADSHEAD, infants, by Robert SYDEBOTTAM, their guardian.

That they do not know whether their father be alive or dead, but that he had reserved to himself the right to incumber the estates, which when he fled were mortgaged for £500. That deft Robert SYDEBOTTOM, deft's uncle, has kept them in everything.

Answer of Robert SYDEBOTTOM and Edward BERTLES.

That the said Peter's first marriage took place about 28 years ago.

### DESBOROW *v.* BARON

26 (Chan. Pro. before 1714. Bridges 155/97.)

Dated 14 November 1695.

Bill of Nathaniel DESBOROW, gent. *v.* Robert BARON of Great Shelford, co Cambridge, gent.

That plaint. has for divers years been employed in procuring the sale and purchase of land &c. in England for divers persons, and about Easter term last past, the deft applied himself to plaint. then living in London, and informed him that he was seised in fee of and in the advowson of the church of Ashden *alias* Ashilldon in Essex, for which he desired to find a purchaser, and agreed to pay plaint. for his expenses &c. Plaint. found a purchaser, who accompanied plaint. to Gt Shelford to see deft., but deft. then said he had altered his mind, and would not sell the advowson. But now so it is the deft refuses to pay any of the expenses, which amounted to £50.

(Chan. Pro. before 1714. Bridges 155/30.)

Answer, dated 27 January 1695/6.

That plaint. and deft went into a house to refresh themselves, and there plaint. said he thought he could help deft to a chapman for the said Advowson, and that the chapman would be at Huntingdon soon, which was 15 miles away. Deft said that if this bargain succeeded he would give plaint. a small present. Soon after plaint. with two purchasers came to deft's house, and this deft then acquainted them that he had changed his mind, and would not sell, whereupon the pretended purchaser was well satisfied. That plaint. was at no charge except that he came twice from Eltely (Eltisley, co Camb.) to defts house, about 10 miles, at which place plaints. wife lay sick, to visit her.

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